



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

RECEIVED

Charles L. Howorth, Jr.
Regulatory Vice President

*03 MAR 25 615 214-6520 31
Fax 615 214-8858

TN REGULATORY AUTHORITY
DOCKET ROOM

March 25, 2003

Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

RE: Customer Notice Letter, TRA No. 00-00702

Dear Chairman Kyle:

This is in response to the Initial Order of the Hearing Officer in TRA Docket No. 00-00702, issued September 13, 2002, and action taken by the Authority during the Directors' Conference on March 17, 2003.

In compliance with that Initial Order, BellSouth is submitting copies of the customer notice letters that have been sent to all customers with special contracts which were addressed during the Authority's March 17, 2003 Conference.

Copies are also being provided to the counsel of record in this proceeding. Please contact Paul Stinson at 214-3839 if there are any questions.

Paul Stinson /for

Attachments



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Sears, Roebuck and Company
3333 Beverly Rd.
Hoffman Estates, IL 60192

Re: Contract Service Arrangement No. TN99-1533-01
Amendment TN02-3102-02
TRA No. 03-00149

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN99-1533-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

Sears, Roebuck and Company

03-00149

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Dyer County Court House
1 Veterans Sq
Dyersburg, TN 38024

Re: Contract Service Arrangement No. TN02-P239-00
TRA No. 03-00150

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-P239-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Dyer County Court House
03-00150
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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

IPhysicians Net, Inc.
9977 N 90th St. Suite 300
Scottsdale, AZ 85258

Re: Contract Service Arrangement No. TN00-7904-00
Amendment TN02-K527-05
TRA No. 03-00151

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN00-7904-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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IPhysicians Net, Inc.

03-00151

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Food Lion
2110 Executive Drive
Salisbury, NC 28144

Re: Contract Service Arrangement No. NC01-0247-00
TRA No. 03-00152

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. NC01-0247-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Food Lion
03-00152
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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

US Airways
5830 University Pkwy
Winston-Salem, NC 27105

Re: Contract Service Arrangement No. NC00-6808-00
TRA No. 03-00153

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. NC00-6808-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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US Airways
03-00153
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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Hendrick Automotive Group
6000 Monroe Road
Charlotte, NC 28212

Re: Contract Service Arrangement No. N02-N355-10
TRA No. 03-00154

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. N02-N355-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Hendrick Automotive Group

03-00154

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

InTown Suites
300 Galleria Pkw Ste 1200
Atlanta, GA 30339

Re: Contract Service Arrangement No. TN02-B770-02
TRA No. 03-00155

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-B770-02 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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InTown Suites

03-00155

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Lehman Brothers
3100 Wes End Ave Ste 550
Nashville, TN 37203

Re: Contract Service Arrangement No. TN01-B888-03
TRA No. 03-00156

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN01-B888-03 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Lehman Brothers

03-00156

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Enterprise Rent-A-Car of Tennessee
2399 Chiswood St.
Bartlett, TN 38134

Re: Contract Service Arrangement No. TN02-2035-00
TRA No. 03-00157

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-2035-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Memphis Housing Authority
700 Adams
Memphis, TN 38105

Re: Contract Service Arrangement No. TN02-A343-01
TRA No. 03-00158

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-A343-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Memphis Housing Authority
03-00158
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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Family Dollar
10401 Monroe Rd
Matthews, NC 28105

Re: Contract Service Arrangement No. TN02-D393-04
TRA No. 03-00159

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-D393-04 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Family Dollar
03-00159
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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Central Florida Investments
2801 Professional Pkwy
Ocoee, FL 32805

Re: Contract Service Arrangement No. TN02-K843-00
TRA No. 03-00160

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K843-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Central Florida Investments

03-00160

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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

SABA, Inc.
1906 Vanderhorn Drive
Bartlett, TN 38134

Re: Contract Service Arrangement No. TN02-J293-01
TRA No. 03-00161

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J293-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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SABA, Inc.

03-00161

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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

EDS Information Services, LLC
5400 Legacy Dr.
Plano, TX 75024

Re: Contract Service Arrangement No. TN02-M915-01
TRA No. 03-00162

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-M915-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

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3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

EDS Information Services, LLC

03-00162

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Dynatek Telecommunications Services
8016 Safari Drive
Smyrna, TN 37167

Re: Contract Service Arrangement No. TN02-L854-00
TRA No. 03-00163

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L854-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Bancard Solutions
720 Cool Springs Blvd
Franklin, TN 37067

Re: Contract Service Arrangement No. TN02-N061-01
TRA No. 03-00164

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-N061-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Tennessee Valley Authority
150 W. 11th St.
Charlotte, TN 37402

Re: Contract Service Arrangement No. TN02-N522-00
TRA No. 03-00165

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-N522-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Valley Authority

03-00165

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Town & Country Ford
101 Anderson Lane
Nashville, TN 37115

Re: Contract Service Arrangement No. TN02-N604-00
TRA No. 03-00166

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-N604-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Town & Country Ford
03-00166
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

American Cosmetic Surgery Center
2309 Crestmoor Dr.
Nashville, TN 37215

Re: Contract Service Arrangement No. TN02-P405-01
TRA No. 03-00167

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-P405-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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American Cosmetic Surgery Center
03-00167
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Synvovs Technologies
1046 5th Ave
Columbus, GA 31901

Re: Contract Service Arrangement No. TN02-Q263-00
TRA No. 03-00168

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-Q263-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Memphis Housing Authority
700 Adams
Memphis, TN 38105

Re: Contract Service Arrangement No. TN03-0129-00
TRA No. 03-00173

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0129-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Memphis Housing Authority
03-00173
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

First Citizens National Bank
200 West Court St.
Dyersburg, TN 38024

Re: Contract Service Arrangement No. TN03-0997-00
TRA No. 03-00174

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0997-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Fred's, Inc.
4300 New Getwell Road
Memphis, TN 38118

Re: Contract Service Arrangement No. TN02-H972-00
Amendment TN02-0109-01
TRA No. 03-00175

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-H972-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Fred's, Inc.
03-00175
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Luxottica Retail
4000 Luxottica Place
Mason, OH 45040

Re: Contract Service Arrangement No. GA01-8872-10
TRA No. 03-00176

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-8872-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Fidelity National Bank
3 Corporate Sq. 4th Fl
Atlanta, GA 30329

Re: Contract Service Arrangement No. GA02-8178-10
TRA No. 03-00177

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-8178-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Fidelity National Bank

03-00177

Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Mariner Healthcare Management Company
15415 Katy Freeway
Houston, TX 77094

Re: Contract Service Arrangement No. MS02-M467-10
TRA No. 03-00178

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. MS02-M467-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

National Bank of Commerce
MS OC-16 2323 Operations Dr
Durham, NC 27705

Re: Contract Service Arrangement No. TN02-Q996-00
TRA No. 03-00179

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-Q996-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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National Bank of Commerce
03-00179
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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

GutterGuard of Nashville
6081 Evergaze Blvd
Lebanon, TN 37090

Re: Contract Service Arrangement No. TN03-0090-00
TRA No. 03-00180

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0090-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Barge, Waggoner, Sumner & Cannon
211 Commerce Street
Nashville, TN 37201

Re: Contract Service Arrangement No. TN03-0259-02
TRA No. 03-00181

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0259-02 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Barge, Waggoner, Sumner & Cannon

03-00181

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

HealthStar Physicians
430 West Morris Blvd
Morristown, TN 37814

Re: Contract Service Arrangement No. TN03-0952-00
TRA No. 03-00182

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0952-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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HealthStar Physicians

03-00182

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Chilhowee Trailer Sales, Inc.
4037 Airport Hwy
Louisville, TN 37777

Re: Contract Service Arrangement No. TN03-0684-00
TRA No. 03-00183

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0684-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Chilhowee Trailer Sales, Inc.

03-00183

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

First American Equity
224 N Ocnee St.
Cleveland, TN 37311

Re: Contract Service Arrangement No. TN03-0886-00
TRA No. 03-00184

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-0886-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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First American Equity

03-00184

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

March 25, 2003

Batson, Nolan, Brice, Williamson & Girsky
121 South Third Street
Clarksville, TN 37040

Re: Contract Service Arrangement No. TN03-1007-00
TRA No. 03-00185

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN03-1007-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Regulatory Authority